

EXHIBIT 1

1

1 THE COURT: Ms. Jones, would you please call the
2 case.

3 THE COURTROOM DEPUTY: Civil Action 1:16-CV-97,
4 Samantha D. Rajapakse versus Royal Arms Apartments, et al.

5 THE COURT: And normally I would say, "Counsel,
6 please make appearances for the record," but I'll ask the
7 plaintiff, also, to make an appearance for the record. Why
8 don't you go first. And -- and would you pronounce your name
9 for me, ma'am? Yeah.

10 MS. RAJAPAKSE: Yes. My name is Samantha Rajapakse.

11 THE COURT: Rajapakse. Got it. Okay.

12 MS. RAJAPAKSE: And I am representing myself.

13 THE COURT: Okay. Thank you, ma'am.

14 MS. WELFORD: Good morning, Your Honor. My name is
15 Shea Welford, and I'm a member of the Memphis bar. Pleased to
16 be here today. I represent Lexington Asset Management, which
17 is the property management company for an apartment complex
18 known as the Royal Arms Apartment, which is named as a
19 defendant in this case.

20 THE COURT: And is Mr. Wagner local counsel?

21 MS. WELFORD: Mr. Wagner was counsel in this case,
22 and I've become lead counsel in this case. I do not think he's
23 going to appear any further in this case.

24 THE COURT: Would you tell him he needs to let -- let
25 the Court know that he's not going be counsel of record?

1 MS. WELFORD: Yes.

2 THE COURT: He'll need to file a motion to withdraw
3 or somehow let's get that on the record. Okay?

4 MS. WELFORD: Yes, Your Honor.

5 THE COURT: Great. Thank you.

6 So I realize that you have driven over from Memphis
7 to be here today, but let -- this is -- this is just a status
8 conference, it's not for the purpose -- I'm not going to rule
9 from the bench on any of your pending motions, but as I was
10 reviewing the docket, the paper is accumulating here, and I
11 wanted to discuss some of these things with you.

12 MS. RAJAPAKSE: Your Honor, may -- may I make a
13 statement before you --

14 THE COURT: Yeah. You may. Go ahead.

15 MS. RAJAPAKSE: Your Honor, as a plaintiff, I
16 would -- I need to protect my interests. So I need to ask, is
17 there anything that the Court needs to disclose to me as far
18 as -- that would result in a conflict of interest in this case?
19 You know, with all due respect, do you know the parties, or are
20 you -- any of the parties, or are you affiliated with any of
21 the people in this case?

22 THE COURT: Well, that's a fair question,
23 Ms. Rajapakse. I've never met defense counsel. I have met
24 Mike Wagner, who's apparently not going to be handling this
25 case. I have been on the opposite -- when I was in private

1 practice, I was on the opposite side of cases with Mr. Wagner.
2 We never worked on anything together, but I defended some cases
3 that he had filed against my clients. That's my -- the limit
4 of my relationship with Mr. Wagner. When I was in private
5 practice, I never represented Royal Arms Apartments, Lexington
6 Asset Management. I have actually no knowledge of either one
7 of those entities. And I've never, to my knowledge, ever seen
8 Royal Arms Apartments.

9 So, generally if -- as a judge, if we determine that
10 we have any -- any personal relationship with the parties or
11 have ever represented any of those entities, we generally
12 would recuse ourselves, because it is important that we be
13 neutral and unbiased. So, the answer to your question is, I
14 don't have any conflict of interest, I don't have any
15 knowledge of the parties or these entities or counsel.

16 So, now, having -- having said all that, what we
17 have pending before us, I believe, is a motion filed by
18 Ms. Rajapakse on August 25, 2016, which is a motion for
19 reconsideration of an order entered by the district court
20 judge, Judge Greer, which is docketed at Item Number 4, which
21 does several things. One -- one of the things that that order
22 did was to grant the plaintiff's motion for leave to proceed
23 in forma pauperis. I don't think plaintiff is contesting
24 that. But the order also indicated that plaintiff's claim
25 requesting relief in the form of a stay of the state court

1 proceeding and her motion for preliminary injunction to stay
2 the state court proceedings are dismissed, and then this
3 motion for reconsideration in August of 2016 apparently deals
4 with that. That has not been ruled upon yet.

5 On September 8, Ms. Welford, you filed a motion to
6 dismiss for failure to state a claim. That is still pending.
7 On September 29, 2016, Ms. Welford, you filed a motion for
8 protective order on behalf of Lexington Asset Management.
9 Then on October 6th, plaintiff, Ms. Rajapakse, filed a motion
10 for summary judgment with an accompanying memorandum. On
11 October 20 Lexington Asset Management filed a motion for
12 protective order. Then on October 24 Ms. Rajapakse filed a
13 motion to amend the complaint. And then on -- also on
14 October 24 Ms. Rajapakse filed a motion for relief under
15 Rule 60 from judgment or order from general sessions court and
16 circuit court. So there's a lot that the Court needs to deal
17 with here, and we will.

18 And let me -- while I've got you here, though, and
19 before I set up any -- go any further on how we're going to
20 handle all these outstanding motions, I'm going to ask
21 Ms. Welford first to address this issue.

22 Would you -- would you stand? And tell me the
23 status—and you may have to go into some background—of the
24 state court proceedings --

25 MS. WELFORD: Yes, Your Honor.

1 THE COURT: -- that --

2 MS. WELFORD: I don't know your procedure in Your
3 Honor's courtroom --

4 THE COURT: You can stand there, or you can address
5 me from the podium, whichever you feel more comfortable doing.

6 MS. WELFORD: I'll do that from the podium, so I can
7 read the --

8 THE COURT: Sure.

9 (Brief pause.)

10 THE COURT: Ms. Rajapakse, after Ms. Welford
11 addresses these issues, I'm going to give you an opportunity to
12 respond.

13 MS. RAJAPAKSE: Okay.

14 THE COURT: Okay? That's normally how we do it over
15 here.

16 MS. WELFORD: Your Honor, this is the third case
17 arising out of these same transactions or occurrences, which,
18 just by way of brief background, is the rental of,
19 Ms. Rajapakse's residing in and eviction from an apartment at
20 Royal Arms Apartments. So all three cases arise out of that
21 same transaction or occurrence.

22 The first case was filed by Ms. Rajapakse on
23 December 21st, 2015, in the Hamilton County General Sessions
24 Court. And we attached that complaint that Ms. Rajapakse
25 filed, which was actually a very detailed complaint, to our

1 motion to dismiss. And in that, Your Honor, you can see that
2 the allegations of that complaint overlap substantially with
3 the complaint that's now pending before this Court. That went
4 to trial on February 2nd, 2016. There was a judgment entered
5 for the defendant. The plaintiff, Ms. Rajapakse, appealed.
6 On April the 7th of 2016 the circuit court dismissed the case
7 on a 12.026 motion to dismiss on the basis of res judicata.
8 There was no appeal from-- There was an appeal from that.

9 THE COURT: Hang on just a second. So the case was
10 tried in sessions court --

11 MS. WELFORD: Correct.

12 THE COURT: -- appealed within -- is it 30 days, or
13 14 days?

14 MS. WELFORD: Ten days, I believe.

15 THE COURT: Ten days, yeah. Been a long time.

16 MS. WELFORD: Yes.

17 THE COURT: So it would have been appealed to circuit
18 court, and, as I recall, and, again, I'm stretching a bit, but
19 it's -- isn't it a de novo review in circuit court?

20 MS. WELFORD: It's de novo, Your Honor.

21 THE COURT: I guess I'm a little confused as to why
22 there would be res judicata if there -- she's entitled to a
23 de novo review in circuit court.

24 MS. WELFORD: So what happened, Your Honor -- and
25 Ms. Rajapakse was given the opportunity to address that

1 question at the Court of Appeals, but I -- let me digress.
2 There was an eviction proceeding also filed. Ms. Rajapakse
3 brought those same claims back, the motion in the eviction
4 proceeding that she brought in her first case that she had
5 filed. So you have the state court proceeding filed by
6 Ms. Rajapakse alleging all these bad things that happened with
7 respect to her rental and stay and eviction from Royal Arms,
8 and Royal Arms had filed an eviction proceeding at the same
9 time.

10 THE COURT: Is that under the Tennessee Uniform
11 Landlord -- what is it called?

12 MS. WELFORD: Tennessee Uniform Landlord-Tenant Act.

13 THE COURT: Yeah.

14 MS. WELFORD: I don't believe that was part of Royal
15 Arms' claims, but Ms. Rajapakse did raise those.

16 THE COURT: Okay.

17 MS. WELFORD: There was a trial on -- same time, Your
18 Honor, February 2nd. So these two cases were filed together --
19 were tried together.

20 THE COURT: Lexington, or Royal Arms, sued
21 Ms. Rajapakse to evict her?

22 MS. WELFORD: Correct.

23 THE COURT: She sued them for a variety of -- of
24 claims relating to her conditions and so forth --

25 MS. WELFORD: Correct.

1 THE COURT: -- and I'm -- and the eviction, I assume?

2 MS. WELFORD: That's correct.

3 THE COURT: So all of those claims were-- It wasn't
4 a claim and counterclaim, it was more -- it was two different
5 competing lawsuits?

6 MS. WELFORD: And that's what-- So, to move forward,
7 there were two lawsuits tried on the same day --

8 THE COURT: Um-hmm.

9 MS. WELFORD: -- February 2nd, and judgment entered
10 on the same day.

11 THE COURT: Um-hmm.

12 MS. WELFORD: Ms. Rajapakse appealed the case she
13 filed.

14 THE COURT: Not -- not the eviction claim that you
15 guy -- that Lexington filed?

16 MS. WELFORD: Correct. She did not appeal the
17 eviction claim that Lexington filed. So the eviction
18 proceeding case became final. Ms. Rajapakse's case moved on to
19 the circuit court for, as you're correct, Your Honor, de novo
20 review. There was a 12.026 motion brought on the basis of res
21 judicata because that eviction proceeding was not appealed.
22 The Hamilton County Circuit Court granted that motion.

23 THE COURT: Hmm.

24 MS. WELFORD: It was dismissed. Ms. Rajapakse then
25 appealed to the Tennessee Court of Appeals.

1 THE COURT: Um-hmm.

2 MS. WELFORD: While that appeal was pending, Your
3 Honor, and before any briefing had begun -- had been done, the
4 complaint in this case was filed on April 18th. There was the
5 screening order that was entered on April the 28th.
6 Ms. Rajapakse filed an amended complaint on August 22nd. We
7 filed our motion to dismiss on September 8th. And that's
8 important, Your Honor, that date, because Ms. Rajapakse had --
9 I had consulted with her about the motion to dismiss, explained
10 that we were filing a motion to dismiss on the basis of res
11 judicata because of the eviction and because of her state court
12 proceeding.

13 THE COURT: What -- what's the status of the
14 Tennessee Court of Appeals?

15 MS. WELFORD: The Tennessee Court of Appeals entered
16 an order on September 9th, the day after we filed our motion in
17 this case, dismissing Ms. Rajapakse's appeal. And we filed a
18 supplement, Your Honor, to our motion to dismiss --

19 THE COURT: Okay.

20 MS. WELFORD: -- with that order. So, the two
21 underlying actions having to do with this rental and the
22 problems that Ms. Rajapakse alleges were associated with it
23 were determined first in the eviction and her separate state
24 court proceedings that were tried together. Then the state
25 court proceeding went up on appeal. That has been dismissed.

1 Both of those are final. Both of those judgments are final,
2 Your Honor. Is there any other procedural --

3 THE COURT: Yes. Two questions. Are there any new
4 legal claims in the federal court proceeding that were not
5 earlier raised in the state court proceeding?

6 MS. WELFORD: There are, Your Honor. There is a Fair
7 Housing Act claim that Ms. Rajapakse, in the state court
8 proceeding, did not name it as a Fair Housing Act claim. And
9 also while Ms. Rajapakse made allegations regarding breach of
10 the lease agreement, that was not actually set forth as a claim
11 for breach of the lease agreement, as far as I can tell in the
12 state court proceeding.

13 Your Honor, on that note, in determining, for
14 res judicata purposes, the federal courts are instructed to
15 look at Tennessee -- or state court law. And in Tennessee,
16 the Tennessee Supreme Court says if you've got a court of
17 competent jurisdiction, the same parties or other privy, same
18 causes of action asserted, and the underlying (inaudible),
19 judgment is final and you've got res judicata. So your
20 question going to causes of action goes right to the heart of
21 it, Your Honor, and in Tennessee the Supreme Court has adopted
22 what's called a transactional approach in the *Creech vs.*
23 *Addington* case. That's cited in our brief. And in that it's
24 -- they don't look at did you assert this statutory claim or
25 this breach of contract claim, they say under the

1 transactional approach two suits will be deemed to have the
2 same cause of action for res judicata purposes if they arise
3 out of the same transaction or series of transactions or
4 connected transactions. So that's what cause of action --
5 it's used in a broader sense than -- than we may use it as
6 Count 1, Count 2, Count 3, and the reason for that, Your
7 Honor, is because the theory is that res judicata bars a
8 second suit, or third in this case, between the same parties
9 for all claims that were or could have been brought in the
10 prior proceedings.

11 And, Your Honor, Tennessee law recognizes, and it's
12 in the statute under the Fair Housing Act, those claims can be
13 brought in state court, they may be asserted as defenses to
14 eviction proceedings, to any type of proceedings that the
15 landlord has brought. And all of these -- when you compare
16 the complaints, all of the allegations that Ms. Rajapakse
17 makes, which are charging too much for the security deposit,
18 excessive noise from dogs barking, odors of dog urine,
19 rodents, improper eviction, all of that is the same
20 transaction -- reporting on her credit that she was not making
21 rental payments, all of that, those are the same complaints
22 made in the prior two proceedings, Your Honor.

23 THE COURT: Let me ask you this: Again, I'm reaching
24 back, but in sessions court, to file a complaint, it's a very
25 bare bones process, as I recall, and then you just write that

1 "They treated me unfairly, and I'm suing them," and essentially
2 that gets you a hearing. Did she-- I don't know how detailed
3 her sessions court -- is it called the civil warrant that --

4 MS. WELFORD: Yes, Your Honor. Civil warrant.

5 THE COURT: Yeah. Yeah. So after-- How detailed
6 was that? And then did she later amend her complaint when she
7 got to circuit court?

8 MS. WELFORD: Your Honor, the complaint that
9 Ms. Rajapakse filed was very detailed. It's attached as
10 Exhibit A to our memorandum in support of our motion to
11 dismiss.

12 THE COURT: When you say "complaint," is that general
13 sessions, or circuit?

14 MS. WELFORD: It's the -- it is the general sessions
15 complaint.

16 THE COURT: Okay.

17 MS. WELFORD: And so it goes on, Your Honor -- it's
18 unusual, because, as Your Honor well knows, it's a general
19 sessions warrant that's usually filed that's one page, but this
20 is a ten-page --

21 THE COURT: Um-hmm.

22 MS. WELFORD: -- complaint, very detailed. And this
23 was appealed up to circuit court. I don't think a new
24 complaint was filed in circuit court, but there were filings
25 called -- you're not required to refile the complaint in

1 circuit court when you appeal it from sessions, but there were
2 other documents filed by Ms. Rajapakse in addition to this very
3 detailed general sessions complaint styled motions or requests
4 for certain relief that also recited these facts.

5 THE COURT: Okay.

6 MS. WELFORD: And in the *Love* case, Your Honor—and I
7 think we cited that case; I'm looking for my cite right
8 now—the court in Tennessee has recognized that general
9 sessions judgments are to be considered res -- for res judicata
10 purposes.

11 THE COURT: You've referenced some of the factual
12 allegations that Ms. Rajapakse had, such as dog urine and
13 excessive noise and reporting -- damaging her credit by
14 reporting late rental payments, and I'm sure there are many
15 others, but were there -- are there any factual allegations,
16 substantive factual allegations, in the federal court complaint
17 that were not litigated in the state court?

18 MS. WELFORD: Your Honor, I don't believe so. They
19 don't track each other exactly.

20 THE COURT: Right.

21 MS. WELFORD: So there -- I don't want to represent
22 to the Court that there's not a sentence in there that wasn't.

23 THE COURT: Um-hmm.

24 MS. WELFORD: The concepts were all there, that the
25 beginning of the rental was improper, during the time that she

1 rented there were problems, and that was done on a basis of
2 improper motive because of her race, then there was the
3 post-eviction reporting and those types of things. So they're
4 very similar. I'm not going to represent to the Court that
5 there's not a sentence in there that's different.

6 THE COURT: Right.

7 MS. WELFORD: But if there is, Your Honor, I would
8 point back to the res judicata under Tennessee law which says
9 if you could have brought it --

10 THE COURT: Yeah.

11 MS. WELFORD: There's-- Let me-- This might be an
12 easier way to say it. There's nothing in the federal court
13 complaint, from a time-wise perspective, that couldn't have
14 been raised back in state court. It's all based on that time
15 period.

16 THE COURT: The Fair Housing Act, this is not an area
17 that I dealt in in private practice. Is it -- it's a federal
18 statute, and that's why we're over here?

19 MS. WELFORD: Correct.

20 THE COURT: That's the sole basis for federal
21 jurisdiction?

22 MS. WELFORD: So Judge Greer dismissed all of the
23 other claims except for the Fair Housing Act claim, as part of
24 the screening process. Ms. Rajapakse has made a motion to
25 amend, I think, to bring a Fair Debt Collection Practices Act

1 or Fair Credit Reporting Act claim and a breach of lease claim
2 that has not been screened, Your Honor, all still arising out
3 of that same transaction or occurrence.

4 THE COURT: Okay. She didn't raise a Fair Housing
5 Act claim specifically in her state court action?

6 MS. WELFORD: Right. There was not-- It was not--
7 The statute wasn't cited.

8 THE COURT: Right. You would say it's the same
9 operative facts, just a different legal theory that she's
10 traveling under now.

11 MS. WELFORD: Correct. And I've -- in reading it, I
12 think you could even say there's a fair reading that as a pro
13 se plaintiff she might have been trying to assert that claim,
14 but as -- when you look at the pleading standards that you have
15 to cite the actual statute to state that cause of action, I
16 would say she has not done that.

17 THE COURT: Okay. And, Ms. Welford, tell me about
18 your -- I'm sorry, I read all the pending motions; you've -- a
19 motion for protective order. Is that right?

20 MS. WELFORD: That's correct, Your Honor. So --

21 THE COURT: It's a bit unusual, but...

22 MS. WELFORD: It is, Your Honor.

23 THE COURT: Tell me about that.

24 MS. WELFORD: And I -- and I'll say it's because this
25 case is a little bit unusual, Your Honor. This is the third

1 time that my client has had to go to court regarding
2 Ms. Rajapakse. Like I have told Your Honor, there were the
3 eviction proceedings, and then there's Ms. Rajapakse's separate
4 state court proceeding, and those proceedings have been
5 concluded. The filings that have been made by Ms. Rajapakse
6 would require substantial time and effort to try to put into a
7 form to be able to respond to. And the Sixth Circuit, Your
8 Honor, has said, as a preliminary matter, that it is within
9 your sound discretion to determine whether or not those types
10 of matters should be stayed in certain instances. And the
11 *Gettings* case that we relied on, Your Honor, dealt with
12 qualified immunity. In that case the reasoning, I think,
13 applies. The court said when you have a case that further
14 discovery or motions are not going to affect the ruling that
15 could take out the entire case, then the Court, in its sound
16 discretion, may stay those other proceedings while it reviews
17 that issue to determine whether or not that's going to dispose
18 of the entire matter. And, Your Honor, I would submit -- I
19 understand, for qualified immunity, why that would be the case,
20 because someone shouldn't have to defend and pay attorney's
21 fees for something they're not going to have to ultimately be a
22 part of, and I would say that's even more applicable here where
23 you've got *res judicata*, it's not going to be affected by
24 whether or not we fuss over the form of her -- what style the
25 summary judgment or whether the discovery requests were

1 appropriate, and go through all that. The motion on res
2 judicata is similar, Your Honor, because it has the -- the --
3 it will dispose of the entire -- the entire matter if granted.
4 And what the Sixth Circuit actually said was, limitations on
5 discovery are appropriate when claims may be dismissed on the
6 basis of a legal determination that will not be affected by
7 further discovery. And that's just within the discretion of
8 how the trial court wants to handle its docket. And I would
9 ask that that be granted, at least until we have a ruling on
10 the res judicata issue, Your Honor.

11 THE COURT: Okay. Thank you. Let me hear from
12 Ms. Rajapakse. And I'm going to ask her--

13 Ms. Rajapakse, let me turn to this. I'm going to
14 read to you my very favorite rule of civil procedure.
15 Probably not supposed to have favorites, but... The-- Just
16 like in state court, we have rules of civil procedure that
17 govern how actions proceed in federal court. And Rule 1 was
18 amended last year, and part of it says, "These rules should be
19 construed, administered, and employed by the Court and the
20 parties to secure the just, speedy, and inexpensive
21 determination of every action and proceeding."

22 My -- my goal is to make sure that we do justice
23 over here, but also try to -- I want to be focused on doing it
24 in such a way that it's speedy and inexpensive. And so that's
25 kind of challenging at times, not just in this case, but in

1 most cases. Because of the discovery that's permitted in
2 these cases, it can end up getting pretty drawn out, and there
3 are lots of -- this is not unusual for the parties to be
4 engaged in this sort of pretrial disputes over procedure.

5 Let me ask you this. There are lots of motions
6 pending for -- on both sides, and what -- what I would like to
7 do is stop the process at this point and catch up and look at
8 every motion and make a decision on every motion. I don't
9 want to cut that off prematurely if there is-- I'll pose the
10 same question to counsel, but it appears to me at this point
11 that you have -- both parties are filing -- have filed motions
12 asking me to rule in their favor and dismiss the case. You
13 filed a motion for summary judgment. She's filed a motion to
14 dismiss. Both sides are asking me to look at the record
15 before me and to -- and basically to decide the case in your
16 favor, which is permissible. You can -- you can ask me to do
17 that.

18 It seems to me that both sides have now presented to
19 me the information they want me to consider, and I can -- I
20 can stop any further filings and just rule on what's before
21 me. But let me ask you -- I'm going to let you say whatever
22 you want to say, but I'm specifically interested in whether
23 you feel like there's some other document or documents you
24 need to file that would inform me about the motions that are
25 currently pending before me.

1 MS. RAJAPAKSE: Well, Your Honor, first of all, I
2 haven't been able to -- given a chance to tell the truth, the
3 side that really actually happened.

4 THE COURT: Um-hmm.

5 MS. RAJAPAKSE: This is not the counsel that
6 originated the case. It was Michael Wagner. And I moved here
7 from Memphis to come here. And the events that I filed in this
8 complaint took over from the time that I moved in to new
9 evidence that have occurred since then. So it's not like it
10 just happened all at once.

11 I moved here from Memphis, and before -- when I
12 moved here, I called -- I was looking for an apartment to
13 stay, because I knew I had to have a place to stay. And I
14 went through the advertisement, and I came upon this
15 apartment, Royal Arms. I contacted them on the phone. I saw
16 their website. Their apartment looked nice, it looked clean.
17 I was moving here by myself. I didn't have any family nor
18 friends here. So I was looking for someone that would -- a
19 place where I could be secured. I had never rented an
20 apartment before; I stayed in a house.

21 So when I moved here, I -- I talked to them, they
22 seemed very nice, and my intentions were to apply for the
23 apartment when I moved here, but they was telling me that
24 they -- you know, because of the way it was laid out, that
25 their apartments fill up real quick. So in July I paid the

1 deposit. July 2015 I paid the application. I was told I was
2 approved. When-- I paid a hundred dollars for -- to reserve
3 the apartment, and I'm thinking I purchased this apartment,
4 1200 square foot.

5 Now, my name is Rajapakse, and that -- and, you
6 know, it's not a common name, it's a -- a normal name. So
7 when I-- I didn't have any problems. The only thing they was
8 telling me is that they was waiting on the apartment to come
9 available on the 11th of September, and that I can move in
10 afterwards. And September the 1st was the first time that
11 they saw me. And when -- before then, they told me that it
12 wouldn't be no problem with me coming down here. I told them
13 that I didn't know if I could find a job real quick but I was
14 going to pay the rent up three months in advance. There was
15 no problem. It was no problem. It's when I got here and I
16 paid the \$200, that's when I started having problems. I
17 wasn't able to see the apartment. At that time I was staying
18 at the extended stay, and it was costing me a lot of money.
19 So, during that time I found a job. I moved into the
20 apartment on the 3rd of October. On the 2nd of October is
21 when I start getting all this stuff, rodents that was coming
22 in through the exterior of the wall, you know, scratching
23 and -- through the walls going into the ventilator. I called
24 Royal Arms then. I let them know that I was having problems.
25 They boarded it up. They didn't repair it. They boarded it

1 up.

2 During the time from October till the time I stayed
3 there till December, I let them know -- even before I moved
4 down here, the day before I actually moved into Chattanooga, I
5 explained to them, "I'm going to have to come back to Memphis.
6 I may be late on my rent because I have to come back --" I was
7 only working with a -- limited money, "I have to go back to
8 Memphis to get the rest of my belongings." No problem. They
9 told me it was no problem.

10 So, as long as I-- I do believe in communicating
11 with people. So I communicated with them. When I got down
12 here, three days before I was about to move in, I was told
13 that my application wasn't approved. I had invested all this
14 money into getting into this apartment. So at that time I --
15 you know, they told me I had to come up with additional \$500.
16 So I came up with it. And that made me late for October and
17 December. But I did -- I paid the late fees. I was never
18 late. It never went into eviction. But I-- During the
19 process of me staying there, I got a job working at the bank,
20 and I -- they was merging, and I was about to get on permanent
21 with them. I started working. During the middle -- from all
22 hours of the night, dogs barking, hearing thumping of the
23 furniture, couldn't go out of my apartment, I'm smelling urine
24 on the carpet that -- in the walkway. I mean, it was just
25 every night. I couldn't sleep. I'm going to work sleepy, and

1 I'm handling people accounts, deposits and payments and house
2 notes. I have to be alert. But I couldn't be alert. So what
3 I did was, in December, when I was -- when I had told them
4 that -- they knew I was going to be late, they -- and I was
5 paying the late fees, I was at work, and I got a phone call
6 saying that they was going to evict me for 97 cent.

7 THE COURT: For what?

8 MS. RAJAPAKSE: 97 cent. That's in the -- that's in
9 my motion for summary judgment, that they was going to evict me
10 the next day for 97 cent. In fact, they told me before they
11 even gave me the five -- five-day -- the late notice that they
12 were going to evict me the next day. So I felt -- what I did
13 was, me knowing my legal rights, I knew the Tennessee -- the
14 Uniform Tennessee Residential Act, so I took the e-mails and I
15 gave them official notice in December that I was getting
16 ready -- my intent to leave, I was going to be gone by
17 December, so that I can move residence. I started looking for
18 me a place to stay. I-- At that time Royal Arms started to
19 tell everybody that I was already in the process of eviction.
20 So, what I did was, I filed -- in December the 21st I filed --
21 I did file a complaint, because by legal rights I had to
22 terminate the contract that I was under. I had only been there
23 four months, and I had attempted to leave. I did try to file
24 for an injunctive order, but I was -- I -- the way they did it
25 was that I filed in December, they held the case in January,

1 they continued it to February, during that they -- to the end
2 of January, I'm sorry. At that time Royal Arms sent me an
3 eviction notice because they knew I was in the process of
4 leaving. So in February, the 2nd, the court conjoined the
5 cases and heard it on -- on that day, and at that time the
6 judge said that I was attempting to live rent-free, and ordered
7 me to be evicted on March -- February the 12th.

8 On February the 11th I filed a notice of appeal to
9 the circuit court and I did leave. I cleaned the place up. I
10 left the apartment the way it was when I moved in.

11 THE COURT: And so you lived there between September
12 and February?

13 MS. RAJAPAKSE: I moved-- I signed the contract
14 September the 30th. I moved in October the 1st, because I was
15 still staying at the extended stay. And I stayed there until
16 February the 12th.

17 THE COURT: Okay. And when -- when you left in
18 February, was it -- did Royal Arms -- did you owe them money?

19 MS. RAJAPAKSE: No, I did not, Your Honor.

20 THE COURT: They didn't-- When they--

21 MS. RAJAPAKSE: But they said that because I was --
22 they -- I was -- under the Tennessee Residential --

23 THE COURT: Hang on, let me ask you this question.
24 They went to sessions court. They filed a claim against you in
25 sessions court. You filed a claim against them in sessions --

1 MS. RAJAPAKSE: No, Your Honor. I filed a claim
2 first.

3 THE COURT: It doesn't matter who filed first. But
4 both of you had claims pending in sessions court.

5 MS. RAJAPAKSE: Yes, Your Honor.

6 THE COURT: And they got a judgment on their claim
7 against you in sessions court?

8 MS. RAJAPAKSE: Yes, Your Honor.

9 THE COURT: And it was a judgment that said that they
10 had the right to evict you. Is that correct?

11 MS. RAJAPAKSE: Yes, Your Honor.

12 THE COURT: Did it also say that you owed them some
13 money?

14 MS. RAJAPAKSE: They said that I owed them for
15 January.

16 THE COURT: Okay. Have you paid that?

17 MS. RAJAPAKSE: No, I haven't, Your Honor --

18 THE COURT: Okay.

19 MS. RAJAPAKSE: -- because the judge stated that had
20 I had mentioned that I did not owe them, that I would -- he
21 would have decided in my favor, because it had -- it had came
22 out that the property manager, while I was attempting to be
23 gone December the 1st --

24 THE COURT: Um-hmm.

25 MS. RAJAPAKSE: -- that the property manager was

1 telling potential landlords that I was a -- I was already
2 evicted from the property. So, because he had said that, he
3 said that because I did not actually state that I do not owe
4 them, that he sided with them and ordered me to file an appeal,
5 which I did. I filed it February the 11th. I moved out
6 February the 12th and -- because I was about to be homeless. I
7 didn't have anywhere to go.

8 THE COURT: Have you -- did you find a place to live,
9 ma'am?

10 MS. RAJAPAKSE: Yes, I did. I found a place on
11 February the 12th, and we -- I signed the lease, and I moved in
12 from there. When I -- as I was attempting to leave the
13 apartment, this is where during the appeal -- during the --
14 after the general sessions, during the appeal, as I was
15 attempting to leave on the 12th, I kept getting harassing phone
16 calls, e-mails from -- I'm sorry, e-mails from the property
17 manager demanding that I leave right then and there. My -- the
18 movers was moving at 3:00. And I called general sessions and
19 let them know that -- you know, to get a clarification on my
20 rights, you know, "Do I have to leave in a hour?"

21 They said, "No, you have to be gone by
22 12:00 midnight, but you cannot go beyond the next day."

23 Well, prior to that, it was already agreed that it
24 was a holiday, I was going to move out on the 12th, they were
25 closed that Saturday and Sunday, so I'll return the keys that

1 Monday and do the walk-through. Well, that didn't happen. On
2 the 12th I got harassed. Five days-- During the ten days I
3 got -- had people knocking on my doors, telling me that --
4 asking for my name. I didn't know anybody there, men. So I
5 -- I didn't know what else to do. So when I left there, I
6 cleaned the place up, didn't -- everything was just as it was,
7 when I moved out, and the property manager kept e-mailing me
8 asking --

9 THE COURT: So you were ordered by the sessions court
10 to be evicted by a certain date --

11 MS. RAJAPAKSE: Yes.

12 THE COURT: -- and you stayed a few days after?

13 MS. RAJAPAKSE: No, I didn't, Your Honor. I --

14 THE COURT: You were out by the date the court
15 ordered you to be out?

16 MS. RAJAPAKSE: I was out by the date, yeah, but I
17 still had the keys, because, again, it was a holiday. When I
18 moved out, it was 11:50 that night. When I completely cleaned
19 out the apartment, cleaned up everything, and had everything
20 out of the apartment, it was -- it was February the 12th at
21 11:40.

22 THE COURT: Okay. And you haven't-- You moved out
23 on February 12th at 11:40 and --

24 MS. RAJAPAKSE: And I gave the keys back.

25 THE COURT: Okay. And you haven't lived there since?

1 MS. RAJAPAKSE: No, I haven't.

2 THE COURT: And how much money does Royal Arms
3 contend that you owe them?

4 MS. RAJAPAKSE: They said I owe a thousand -- he said
5 at first in a letter that I owe close to \$3000 --

6 THE COURT: Okay.

7 MS. RAJAPAKSE: -- I did \$3000 in damage. And then
8 on my credit --

9 THE COURT: They say that you did damages to the
10 apartment?

11 MS. RAJAPAKSE: Yes, sir.

12 THE COURT: And how much of that do they say is
13 unpaid rent?

14 MS. RAJAPAKSE: They said it was seven sixty-two
15 rent.

16 THE COURT: Okay. Did the court grant -- to your
17 knowledge, is there any judgment against you in a court of law
18 for that amount of money?

19 MS. RAJAPAKSE: Yes, it is, Your Honor.

20 THE COURT: Okay. And who -- who ~~put~~ that order
21 down? The general sessions court?

22 MS. RAJAPAKSE: General sessions did.

23 THE COURT: All right.

24 MS. RAJAPAKSE: And this is with the ev- -- some of
25 the evidence that I showed them. So I appealed in general --

1 circuit court on the 11th.

2 THE COURT: And they dismissed it, ultimately.

3 MS. RAJAPAKSE: They dis- -- well, let me explain
4 what happened, Your Honor.

5 THE COURT: Well, you're going in a little bit too
6 much detail. I mean, what I need to know, you had a judgment
7 rendered against you in sessions court, you appealed -- you
8 appealed that decision to the circuit court, which you had
9 every right to do. You apparently did it in a timely manner.
10 You had to do it within ten days. And the circuit court
11 ultimately granted a motion dismissing your complaint?

12 MS. RAJAPAKSE: No, they never heard it, Your Honor.

13 THE COURT: Well, I'm not -- I'm not asking you
14 whether they had a hearing on it. I'm asking whether they
15 entered an order.

16 MS. RAJAPAKSE: Well, I found out that it was
17 dismissed and it was -- I sent -- I received a letter saying
18 that it was -- I had a trial in July. I did file something in
19 that court telling them what happened in general sessions. And
20 when I went in March, because I -- I got a -- when I filed it
21 in March, the detail, that's when I found out I had a court
22 date. By the time that I went to the court date, I found out
23 that it was already dismissed, it was -- it was -- it had been
24 dissed -- dismissed over a month. So I filed a motion and
25 asked the Court to set aside an order because I hadn't received

1 anything. And I was told that neither party had any -- any
2 responsibility to notify me.

3 So I got a continuance and -- oh, when I got a
4 continuance again, I -- I asked the court how could I not --
5 how could I defend something, I wasn't even notified of court
6 hearings? So when I got a continuance and -- that's when I
7 filed in this court, because I was entitled under -- I'm
8 entitled to my -- my right of due process.

9 Now, I understand that -- that the adversary doors
10 were opened for me, but, Your Honor, if I don't -- if I don't
11 know the process, if you not telling me when I have to go to
12 court, when I have to be in court when it's filed -- the
13 defendants did not -- Mr. Wagner did not give me a copy of
14 anything. It was after I filed in this court and I started
15 talking about the behavior of state court that I started
16 receiving information about this. That's when I started
17 receiving court dates from them, after I filed here. Then
18 after I filed here and after they filed a motion for a
19 dismissal and I filed a motion stating that -- what the court
20 ordered, the court ordered us to talk before anybody could
21 file anything, that's when Ms. Shea came aboard. She wasn't
22 the original counsel.

23 THE COURT: That doesn't matter, ma'am.

24 MS. RAJAPAKSE: Well, yes, it does, Your Honor.

25 THE COURT: No, it doesn't. She can -- she can

1 substitute in at any point.

2 MS. RAJAPAKSE: I understand that, Your Honor, but
3 the information that she's provided to you was -- was -- is
4 literally false. She said that I filed something, and that has
5 a bearing on that.

6 THE COURT: I understand. Well, we're going to --
7 we'll rely upon the records that are before the Court, but my
8 question is, have you filed everything with the Court that you
9 intend to file in support of the motions that you have filed?

10 MS. RAJAPAKSE: Well, Your Honor, she's -- the only
11 thing that I -- I did file something stating about a state of
12 claim -- failure to state a claim. I did file that in court.
13 But the September the 8th docket of -- her having it to
14 dismiss, I -- that's something -- if she's filed it, I never
15 received it.

16 So I'm asking you, could you send it--

17 If she could send me another copy within -- by
18 Monday, I can file my response. But I did file an answer.
19 When I filed their answer, I did file that motion. I did
20 state in there --

21 THE COURT: What is it that you contend that you have
22 not received? I'm sorry.

23 MS. RAJAPAKSE: She's-- It says a docket --
24 September the 8th docket for failure to state a claim.

25 MS. WELFORD: Again, Ms. Rajapakse has responded --

1 MS. RAJAPAKSE: Okay.

2 MS. WELFORD: -- to that.

3 You've--

4 Ms. Rajapakse has submitted --

5 MS. RAJAPAKSE: Okay. So that was attached with
6 that?

7 MS. WELFORD: -- numerous responses to that filing.
8 Yes.

9 MS. RAJAPAKSE: Okay. I thought it was just a
10 separate motion from that, but --

11 THE COURT: Okay. It sounds like you have gotten --

12 MS. WELFORD: That's -- yeah, that's the motion on
13 the basis of res judicata.

14 MS. RAJAPAKSE: Okay.

15 THE COURT: How are you sending her-- Do you have
16 her correct address?

17 MS. RAJAPAKSE: Yeah, we go by e-mail, Your Honor.

18 MS. WELFORD: Your Honor, Ms. Rajapakse doesn't want
19 to disclose her physical address.

20 THE COURT: Okay. I -- as long as you've got some
21 way to verify that you're sending it and she's receiving it.
22 You-all do this by e-mail? You send her e-mails with
23 attachments?

24 MS. WELFORD: E-mails, and then I send a paper copy
25 to her P. O. Box, and then I usually discuss it with

1 Ms. Rajapakse, if possible, so --

2 THE COURT: Are you sending it certified mail?

3 MS. WELFORD: No, Your Honor.

4 THE COURT: You might want to do that, just -- just
5 to make sure that, you know, we have verification.

6 MS. WELFORD: But that one -- just -- if I can have
7 leave to address Ms. Rajapakse.

8 That's the motion to dismiss on the basis of
9 res judicata --

10 MS. RAJAPAKSE: Okay. I just thought --

11 MS. WELFORD: -- that September 8th, and you've
12 responded to that.

13 MS. RAJAPAKSE: Okay. I just thought it was a
14 separate motion.

15 THE COURT: Okay. I understand.

16 MS. RAJAPAKSE: Okay. But, Your Honor, getting back
17 to what the state court says, there's a doctrine called the
18 Rooker-Feldman docket. And the Rooker-Feldman docket talks --
19 doctrine, I'm sorry, talks -- speaks on the behavior of the
20 court, the adjudication of the court, and how it's related to
21 federal court. The -- the Rooker-Feldman doctrine -- I'm sorry
22 for that, because I-- I can see clearly. I have to put my
23 glasses on.

24 THE COURT: That's fine.

25 MS. RAJAPAKSE: The Rooker-Feldman doctrine

1 precludes -- it speaks about the process of the eviction in --
2 in dis- -- in federal court. Now, this is very particular
3 because it states that that -- the eviction process, even
4 though if a person may or may not address certain issues in
5 state court, that the Rooker-Feldman doctrine could -- it could
6 be addressed in this court. Now, at the time that I was in
7 general sessions, I had no knowledge that they were -- they
8 were using -- they were fixing -- they was about to fix the
9 apartment up to move a tenant in, a white tenant in, after I
10 left. I didn't know that. I didn't know that after I left
11 that they were going to evict the white tenant above me, and
12 for the same issues that I had. Had I had known that, that all
13 of these things occurred prior to me filing in general
14 sessions, I would have did that. But I -- at that time I
15 didn't have no reason to do that because the only thing that
16 was at that -- at the issue was the Tennessee Uniform Codes
17 Act. So I couldn't use housing discrimination if I didn't have
18 proof that it exist while I'm dealing with Tennessee law. So
19 at that time, that -- that law, that act, was sufficient, it's
20 sufficient. Now, the Tennessee act, the uniform act, says at
21 any time that there is some -- that the housing become
22 unsubstanduary, that I have a right to seek secondary home --
23 housing, and that I don't have to pay the -- my landlord.
24 That's in -- that's in the rule. So I didn't do anything
25 wrong, because they refused to fix the rodents in the wall, the

1 tenants was loud, my enjoyment of peace, it was affecting my
2 employment, so I had a right to give them notice, I had a right
3 to leave. So I did that.

4 Now, how it changed to the Fair Housing is that
5 after I moved out, then I -- I get information that's -- that
6 supports that this is what happened. Why couldn't they have--
7 So my thing, yes, it does come into the Fair Housing, because
8 if they fixed this apartment up for this white resident to
9 live in and they evicted the people above me, they -- they got
10 rid of the woman -- the people that had the tenants that --
11 that had the urine stain, why couldn't they have done it for
12 me? Did it matter if I paid rent and paid the late fees? I
13 did. I paid my rent. If I was late, the penalty of that is
14 not to have me evicted. They had a right to put a late charge
15 on me, and they did, and I paid it. But Tennessee also have
16 what they call constructive eviction, when you complain so
17 much that --

18 THE COURT: I -- I know what it is. Okay. I have --
19 I've let you go a little bit beyond what -- I'm actually more
20 concerned with the procedural issues today than letting you-all
21 argue your case in full. But I want -- I want you to feel like
22 you're being heard, and it's important to me that I know what
23 your complaint is. And I do understand what your complaint is.

24 Why don't you have a seat for a second and let me
25 tell you what I am going to do, and I'll also make a

1 suggestion to you-all. I fully appreciate, Ms. Rajapakse,
2 that you feel wronged. And I'll give you a little feedback.
3 I mean, you feel like the -- there were maybe some
4 misrepresentations made to you when you came to that apartment
5 complex, your condition -- your living conditions during the
6 time that you lived there were unacceptable, there were
7 rodents, there was noise, there was the smell of urine, there
8 were things that you found to be -- to make the apartment
9 virtually uninhabitable. Based on what you're telling me, it
10 sounds like you're better off not living there than living
11 there, but I'm not making any findings along those lines at
12 this point. So at some point they claim that you were late on
13 your -- the money that you needed to pay them to stay there.
14 They -- they, it sounds like, lawfully filed an action in
15 sessions court to evict you, and the judge there, for whatever
16 reason, decided that they could evict you. And it sounds like
17 you were evicted in a timely manner. And there may be some
18 questions of fact about all that, but that's a basic
19 understanding. And then you claim that after you moved out,
20 they fixed the apartment up. It sounds like they're saying
21 that you damaged the apartment, and that's probably part of
22 their defense. They would say that the reason they had to fix
23 it up was because you damaged it. I understand that you
24 disagree with that. You claim that the reason that they --
25 they fixed it up was because it was a white person moving in.

1 And you also mentioned that the white tenant above you, who
2 was making a lot of noise and causing the sound of furniture
3 moving and so forth, that they evicted that person. And
4 sounds -- and I'm reading between the lines but understanding
5 you to say that it would be -- have been much better if they
6 evicted that person while you were still living there, so you
7 didn't have to deal with all that noise.

8 So as things stand right now, the -- Lexington is
9 claiming that you owe them some amount of money that -- that
10 was reduced to a judgment, apparently a general sessions court
11 judgment, and probably affirmed by the circuit court and later
12 by the court of appeals.

13 MS. RAJAPAKSE: Well, Your Honor, may I -- may I
14 object --

15 THE COURT: Well, how much --

16 MS. RAJAPAKSE: -- because I -- it never -- I -- when
17 I found out that the -- when I found out that the case was -- I
18 didn't know that -- that the appellate court was -- still had
19 the case open. And when I found out, I called the clerk, she
20 told me it was, I asked her was there any pending motion -- or
21 orders. She said it was not. So I expedited the motion to
22 dismiss because Ms. Welford has stated to me she was going to
23 ask this court to stay pending the appellate court, and I was
24 already in this court. And -- and for the record, all the --
25 the evidence that I'm telling you about, the -- as far as

1 the -- every document, it's --

2 THE COURT: Ms. Rajapakse --

3 MS. RAJAPAKSE: -- it's in there.

4 THE COURT: -- I don't want to give you -- I mean,
5 I've listened to you, ma'am, but I'm not staying anything over
6 in state court. I'm not trying to stay something that's
7 happening in the Tennessee Court of Appeals. And my
8 understanding is, the Tennessee Court of Appeals has ruled on
9 this -- on this case.

10 Have they ruled on this case, Ms. Welford?

11 MS. WELFORD: They dismissed the case, Your Honor.

12 THE COURT: They dismissed the case.

13 MS. RAJAPAKSE: They dismissed it at -- at my motion,
14 Your Honor, and I submitted that in court.

15 THE COURT: Well, it's dismissed. Whatever judgment
16 was entered in state court is final, from my understanding.

17 MS. RAJAPAKSE: Yes, it is.

18 THE COURT: Okay. And how much is the amount of the
19 judgment?

20 MS. WELFORD: Your Honor, both of the general
21 sessions judgments are attached to our motion to dismiss
22 papers, and the amount is \$1090.74 plus costs and taxes and a
23 judgment for possession.

24 THE COURT: All right. Have you done anything to
25 collect on that judgment?

1 MS. WELFORD: Your Honor, I have not, but Mr. Wagner
2 may have. I don't handle the collection --

3 THE COURT: Okay. The collection part.

4 And you haven't -- you haven't done anything to pay
5 this judgment?

6 MS. RAJAPAKSE: I -- well, Your Honor, I have been
7 paying -- I've been paying circuit court, their court fees, and
8 I've been paying the appellate court. And because I did not --
9 there was no order -- like I said, again, I asked for the court
10 to dismiss it, and the order was rendered on my motion. I'm --

11 THE COURT: It doesn't matter. It doesn't matter who
12 asked that it be dismissed. All that matters is that the
13 judgment has become final over in state court.

14 MS. RAJAPAKSE: May I ask a question, Your Honor?

15 THE COURT: Umm.

16 MS. RAJAPAKSE: Because it seem like, to me, at this
17 point it seem like the Court is more concerned about the fact
18 that they evicted me, that I owe them. It's not as if the--
19 It's as if the Tennessee Uniform Act does not apply to me.
20 That's what it seem like it's --

21 THE COURT: No, what I'm trying to determine is if --

22 MS. RAJAPAKSE: May I --

23 THE COURT: -- it's been litigated over in state
24 court.

25 MS. RAJAPAKSE: But, Your Honor, it -- that's the --

1 that's what I had put in my complaint in this case, that it
2 wasn't litigated, because if it was litigated -- if it was
3 litigated and it was litigated under my rights to equal
4 protection, I wouldn't be in this court. I have-- But it --

5 THE COURT: Let me ask you this. One of the things I
6 do oftentimes is try to help bring the parties together to see
7 if there is common ground. And I understand what your
8 complaint is and I understand what the defendant's position is.
9 And you're not suing to try to get back in that apartment
10 complex, are you?

11 MS. RAJAPAKSE: No, sir.

12 THE COURT: What are-- You're suing for monetary
13 damages?

14 MS. RAJAPAKSE: Yes, sir, because --

15 THE COURT: What do you think your monetary damages
16 are?

17 MS. RAJAPAKSE: My monetary damages?

18 THE COURT: Yes, ma'am. How much do you --

19 MS. RAJAPAKSE: Well, I was out -- well, if we're
20 just talking about the moving itself, I was out \$3300, and that
21 was because I had to find a place, I mean, you know -- if they
22 had to just let me out of the lease, I -- I mean, it would have
23 been easier, but when I had to -- I had to hurry up and find a
24 place, I had to hurry up and move my stuff, everything had to
25 come within those ten days of -- of moving. So the moving

1 itself and -- was not just -- it was just mon- -- \$3300, and
2 that's money that I had to just come up with.

3 THE COURT: Well, let me ask you this. Have you-all
4 talked settlement at all?

5 MS. WELFORD: No, Your Honor. Ms. Rajapakse has
6 (inaudible) with the Department of Housing and Urban
7 Development regarding the Fair Housing Claim (inaudible) there
8 as well -- (Inaudible.)

9 THE COURT: Um-hmm.

10 MS. WELFORD: And on that track Royal Arms has
11 responded and we're in proceedings on that. Once a
12 determination is made in that proceeding, it can go to federal
13 court. If this case, though, has concluded, that will conclude
14 that matter as well. And I don't believe it's now within
15 Ms. Rajapakse's control, I don't think, to do anything about
16 that Fair Housing claim.

17 THE COURT: Right.

18 MS. WELFORD: So we are proceeding on this as it will
19 take care of both of those (inaudible) --

20 THE COURT: A Fair Housing Act claim is like an EEOC
21 claim; once you've filed it, it's really the -- the agency has
22 the right to pursue it or not pursue it.

23 MS. WELFORD: Correct, Your Honor. So if we were
24 able to enter into a settlement which Your Honor in almost all
25 of my cases I would say I'd be willing to sit down and talk and

1 mediate, we would still have this other problem (inaudible) --

2 THE COURT: Well, if you guys settled your case here
3 and entered a voluntary motion -- order of dismissal, didn't
4 you just indicate to me that if the case is resolved in federal
5 court, the Fair Housing Act -- the agency would dismiss its
6 claim?

7 MS. RAJAPAKSE: That's not necessary-- That's not
8 correct, Your Honor.

9 THE COURT: Well, I -- yeah, maybe that --

10 MS. RAJAPAKSE: May I explain? The Fair Housing Act,
11 the HUD Department, states that I can file in federal court and
12 still have a claim. They -- they said -- they stated that
13 they're in -- they investigated. The evidence that I submitted
14 found that they -- that there was high risk of me being
15 discriminated. This was -- this was after the fact, with all
16 the evidence, including the audio that the Court has, of -- of
17 everything. So, from that --

18 THE COURT: You're saying that the --

19 MS. RAJAPAKSE: But -- but --

20 THE COURT: -- agency has made findings?

21 MS. RAJAPAKSE: No, they haven't, but they -- they
22 initi- --

23 THE COURT: You just told me they made a --

24 MS. RAJAPAKSE: Let me start all over. During the
25 initial --

1 THE COURT: Ms. Rajapakse, did you just tell me that
2 they made findings? Did you --

3 MS. RAJAPAKSE: Yes, they did. Yes, they did, Your
4 Honor. They --

5 THE COURT: When did they make those findings?

6 MS. RAJAPAKSE: Let me-- I'm getting ready to
7 explain to you. When I filed the initial complaint, they asked
8 me to submit evidence to show that if -- if I had a claim for
9 housing discrimination.

10 THE COURT: Right. So you did that, right?

11 MS. RAJAPAKSE: I did. At that point I received a
12 letter saying that they found evidence of -- but they was
13 waiting on the defendants to submit other additional evidence
14 that --

15 THE COURT: Right.

16 MS. RAJAPAKSE: -- their side. At this point we
17 still in court. At this point they haven't submitted anything
18 to HUD nor this Court to support their claim that it was not
19 discrimination.

20 THE COURT: Okay.

21 MS. RAJAPAKSE: I was --

22 THE COURT: So HUD has heard your side of the story,
23 but they haven't heard --

24 MS. RAJAPAKSE: Yes, sir. At this point --

25 THE COURT: (Inaudible.) You're talking over me,

1 Ms. Rajapakse.

2 MS. RAJAPAKSE: I'm sorry. I'm so sorry.

3 THE COURT: I'm giving you far more leeway than I've
4 ever given --

5 MS. RAJAPAKSE: I'm sorry, Your Honor. I just want
6 to make sure I --

7 THE COURT: Stop talking for a moment.

8 MS. RAJAPAKSE: Okay.

9 THE COURT: So HUD has not issued any findings with
10 respect to your claim, have they?

11 MS. RAJAPAKSE: No, they haven't.

12 THE COURT: All right. I would encourage the parties
13 to discuss settlement. This is-- Right now they have a
14 judgment against you for something over a thousand dollars.
15 They can enforce that judgment and make you pay it. You're
16 asking that the Court award damages against them, which you may
17 or may not get. Seems to me that there is a basis for the
18 parties -- for you to dismiss your claim for damages against
19 her and for her to consider taking that as a settlement to walk
20 away from this claim. You guys ought to discuss that. I
21 encourage all parties to try to resolve their cases. But if
22 you can't-- If you do that, let me know, and we'll take note
23 of that and enter an appropriate order. If you don't, here's
24 what I'm going to do; I'm going to go ahead and hold further
25 proceedings in abeyance.

1 Ms. Welford, don't file anything else.

2 MS. WELFORD: Yes, Your Honor.

3 THE COURT: Ms. Rajapakse, don't file anything else.

4 I'm going to look at all of the motions and the
5 filings that are before the Court, and I'm going to enter
6 orders on each of those. And then, depending on what we do,
7 we will hold a further scheduling conference with the parties
8 to get the case back on track after we have ruled on all of
9 the motions pending right now. So that's what we're going to
10 do. And thank you both for being here today. And we'll be
11 back in touch. If you are successful in settling the case,
12 please let me know.

13 MS. WELFORD: Yes, Your Honor.

14 THE COURT: Thank you.

15 END OF PROCEEDINGS

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